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MORTGAGE

COAL PRODUCTS MANUFACTURING COMPANY

TO

FIRST TRUST AND SAVINGS BANK, as Trustee

DATED AUGUST 1, 1913



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THIS INDENTURE, dated the first day of August, 1913, but actually executed this 21st day of November, 1913, made and entered into by and between the COAL PRODUCTS MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter commonly referred to as "Coal Products Company") party of the first part; FIRST TRUST AND SAVINGS BANK, of Chicago, a corporation organized and existing under the laws of the State of Illinois, as Trustee under a certain deed of trust bearing even date herewith by and between the Western United Gas and Electric Company and First Trust and Savings Bank, as Trustee, (hereinafter commonly referred to as the "Trustee"), party of the second part, WITNESSETH:

THAT WHEREAS, the Coal Products Company is engaged in the manufacture of coal products and maintains and operates a manufacturing plant near the City of Joliet, Illinois, and disposes of its gas product to the Western United Gas and Electric Company, a corporation of the State of Illinois (hereinafter commonly referred to as the "Western Company"), and

WHEREAS, the Western Company is engaged in the business of supplying gas in said City of Joliet and elsewhere, and acquires gas from the Coal Products Company; and

WHEREAS, the Coal Products Company and the Western Company did, on the 15th day of August, 1911, enter into an agreement for the sale of gas by the Coal Products Company to the Western Company until the first day of February, 1950; and,

WHEREAS, it is necessary and desirable and is in accordance with said agreement of August 15, 1911, that there be as-

sured and secured unto the Western Company the due execution and performance of said agreement on the part of the Coal Products Company in the manner and form as in said agreement provided so that there may be no interruption in the supply of gas unto said Western Company under said agreement, and it is also desirable and necessary that the due execution and performance of said agreement upon the part of the Coal Products Company and the uninterrupted supply of gas unto the Western Company under said agreement be assured unto the holders of the bonds secured by the General Mortgage hereinafter described, in order that the security for said bonds may in no way be impaired through any interruption in the supply of gas unto said Western Company; and

WHEREAS, it is necessary for the maintenance and increase of the business of the Western Company that it acquire additional funds and for that purpose the Western Company has of even date herewith executed and delivered its trust deed to secure the issue of its General Mortgage Gold Bonds to an aggregate amount of not to exceed \$20,000,000 to the First Trust and Savings Bank, of Chicago, as Trustee, which Mortgage is hereinafter commonly called "General Mortgage," copy of which is hereto attached marked "General Mortgage" and made a part hereof; and,

WHEREAS, the market of the Coal Products Company for its gas product will be maintained and increased by the maintenance and increase in the business of the Western Company, and the Coal Products Company will be directly benefited thereby; and

WHEREAS, the Coal Products Company, the Western Company and the Continental and Commercial Trust and Savings Bank, as successor Trustee under a certain deed of trust dated February 1, 1905, by the Western Company to The American Trust and Savings Bank as Trustee, did, on the 10th

day of October, 1912, enter into a certain agreement conveying to the said Continental and Commercial Trust and Savings Bank, as Trustee, all of the property, real estate, contracts and choses in action, of the Coal Products Company as security for the bonds issued and to be issued under the aforesaid trust deed of February 1, 1905; and

WHEREAS, the stockholders and Board of Directors of the Coal Products Company have consented to the conveyance unto the Trustee as Trustee under the said General Mortgage aforesaid, of all the property, real estate, contracts and choses in action of the Coal Products Company, subject however, to the conveyance of such property to the Continental and Commercial Trust and Savings Bank by said agreement of October 10, 1912, which consent is manifested by resolutions of the stockholders and of the Board of Directors of the Coal Products Company adopted at meetings duly called and held on the 3rd day of October, 1913, and the 20th day of November, 1913, respectively;

Now, THEREFORE, in consideration of the premises and of the sum of one dollar (\$1) lawful money of the United States in hand paid by the Trustee to the Coal Products Company, receipt whereof is hereby acknowledged, and in consideration of the purchase from time to time by the holders thereof of the bonds issued and to be issued under said General Mortgage, the Coal Products Company has given, granted, bargained, sold, transferred, assigned, mortgaged and conveyed, and by these presents does give, grant, bargain, sell, transfer, assign, mortgage and convey unto the First Trust and Savings Bank, of Chicago, as Trustee under said mortgage bearing even date herewith, by and between the Western United Gas and Electric Company and the First Trust and Savings Bank, as Trustee, and its successor and successors in the trust thereby created, the following described property:

All of the real estate and other property situated in Will County, Illinois, and described as follows, to wit:

1. Beginning at a point two hundred (200) feet west of the southeast (S. E.) corner of Section twenty-eight (28), Township thirty-six (36) North, Range ten (10) East of the Third Principal Meridian; thence west along the south line of said section twenty-eight (28), nine hundred forty-five and four-tenths (945.4) feet to land conveyed to Chicago and Illinois Western Railroad; thence north fifteen degrees (15°) one minute east to a point which is eighteen hundred and twenty feet (1820) north of said south line; thence east nine hundred eighty-eight and forty-six one-hundredths (988.46) feet; thence south fifteen degrees 12 minutes ($15^\circ 12'$) west to the place of beginning, containing thirty-one and six hundred twenty-one one-thousandths (31.621) acres of land more or less, but not including such constructions which now are or hereafter shall be placed thereon by and at the expense and cost of the Western United Gas and Electric Company, such as gas holders, compressors, pumps, meters, machinery, pipe lines and other appliances of said Western United Gas and Electric Company used in receiving, storing and distributing gas.

2. And also any and all real property, of every kind and character, though not specifically above described, whether now owned by the said Coal Products Company or hereafter acquired by it, together with all rents, issues and profits of any and all such real estate, including all rights of way, buildings, plants, machinery, fixtures, appurtenances and hereditaments, in any way belonging or appertaining thereto.

3. And all personal property of said Coal Products Company of every kind, character and description, whether now owned by it, or which may hereafter be by it acquired, including therein all leases, buildings, machinery, apparatus, equipment, appliances, conduits, pipes, pipe-lines, mains, tools, wires, fuel, supplies, furniture and fixtures of every kind and character, which the said Coal Products Company now owns, or which may be by it hereafter acquired, and including also any and all agreements, contracts, rights, privileges, franchises and grants, now or hereafter held by or for the said Coal Products Company, or wherein the said Coal Products Company has or may have, any right, claim, demand or interest; it being

the true intent of the parties hereto, that this Indenture shall convey all the property, real, personal and mixed, of whatsoever name, kind or nature, and wheresoever situated, which is now owned or which may hereafter be acquired and owned by the said Coal Products Company, together with the rents, issues and profits thereof.

(All which property, real estate, contracts and choses in action are commonly termed the "Trust Estate.")

SUBJECT, HOWEVER, to the rights of the Continental and Commercial Trust and Savings Bank, as Trustee, under said trust deed of February 1, 1905, given and granted said Continental and Commercial Trust and Savings Bank, Trustee aforesaid, under and by virtue of said agreement by and between Coal Products Company, Western Company and Continental and Commercial Trust and Savings Bank, as Trustee aforesaid bearing date the Tenth day of October, A. D. 1912.

To HAVE AND TO HOLD all of said property conveyed and assigned or intended to be conveyed or assigned, with the rents, issues and profits thereof, unto the Trustee, its successor and successors in trust, and its assigns forever; in trust, nevertheless, to secure the performance of all the terms and conditions of this indenture and for the equal and proportionate benefit and security of the holders of all of the bonds and interest coupons issued and to be issued under the said General Mortgage, without any preference, distinction or priority as a lien or otherwise of any bond or coupon for any reason whatsoever, and the Company hereby covenants and agrees as follows:

ARTICLE ONE.

SECTION 1. That it does guarantee unto the holders of the bonds and coupons issued under the said General Mortgage and unto the Trustee thereunder, the performance by the Western Company of all and singular the covenants, agreements and undertakings of the Western Company as in said General Mortgage set forth.

SECTION 2. That it has and will preserve good and indefeasible title to all of the Trust Estate and will warrant and defend the same to the Trustee against the claims of all persons whomsoever. That this mortgage is and will (except as herein otherwise expressly provided) be kept a first lien upon all of the Trust Estate, subject only to the rights of the Continental and Commercial Trust and Savings Bank, as Trustee aforesaid under said Indenture of October 10, 1912, to the extent of all bonds at any time issued or to be issued thereunder, and any mortgage or other lien prior to the lien of this mortgage existing at the time of the acquisition by the Coal Products Company of the property subject thereto; and that it will not at any time create or allow to accrue or exist any other debt, lien or charge which will be prior to the lien of this mortgage, upon any part of the Trust Estate, and that neither the value of said property nor the lien of this mortgage will be diminished or impaired in any way by the Company.

SECTION 3. The Coal Products Company will consent to no change or modification of the said agreement of August 15, 1911, for the sale of gas by the Coal Products Company to the Western Company which may terminate the said contract or shorten its term or increase the price or lower the quality of gas to be furnished the Western Company or change the maximum or minimum of gas to be supplied or taken thereunder without in each case the written consent of the Trustee, which consent may be given by the Trustee in its discretion and shall be given upon the written request of the holders of a majority in amount of the bonds outstanding under the General Mortgage.

SECTION 4. That it hereby adopts as its own in regard to the Trust Estate, and will comply with, all of the covenants and conditions, to be by the Western Company performed, contained in Sections 3 to 8, inclusive, of Article Two of the said General Mortgage, insofar as such covenants and conditions can be made applicable to the Coal Products Company.

ARTICLE TWO.

SECTION 1. In case of any of the following events of default, that is to say, in case (a) any matured default shall be made by the Western Company in the due observance and performance of any covenant or condition of said General Mortgage; or (b) default shall be made by the Coal Products Company in the due observance or performance by it of any of the covenants or conditions of this Indenture and such default shall continue for a period of thirty (30) days; or (c) default shall be made in the due observance or performance by the Coal Products Company of any covenants and conditions required to be kept or performed by the Coal Products Company in the said agreement between the Coal Products Company and the Western Company dated the 15th day of August, 1911, and the Western Company shall not have caused said default to be cured; the Trustee shall be entitled to immediate possession of the Trust Estate, as for condition broken, and may enter upon, take and maintain possession of all or any part of the Trust Estate, and as the attorney in fact, or agent of the Company, or in its own name as Trustee by itself or its agents and substitutes duly appointed, or by managers, superintendents, receivers or servants, may proceed to operate the plant and property of the Coal Products Company, and may in its best discretion conduct the business thereof and supply gas unto the Western Company and in all respects carry out the said agreement of the 15th day of August, 1911, between the Coal Products Company and the Western Company, as well as in its discretion operate and carry on the business of the Coal Products Company, in like manner as said Coal Products Company might have done had it not made default, and in operating and carrying on such business, the Trustee may in its discretion discontinue or inaugurate methods and processes; change the kind and character of products manufactured and handled, and

in all respects carry on such business as its judgment and discretion may dictate.

While so in possession and operating said plant the Trustee, or those holding under it shall, out of the proceeds derived from said business maintain, and so far as is practicable improve, the efficiency of the plant, keep the same in suitable repair, make reasonable and proper changes and additions, such as ordinary care and business judgment would require or suggest, pay all taxes, assessments, impositions and charges levied upon or against any or all such property, satisfy all damages, if any, accruing unto the Western Company by reason of such default, if any, of the Coal Products Company, in carrying out the terms and provisions of said agreement of August 15, 1911; pay the reasonable costs and expenses of this trust, including reasonable compensation to the Trustee, and for operating and managing such plant and property and business of said Coal Products Company; and whatever, if any, profit shall be then remaining shall be turned over by the Trustee to the Coal Products Company, unless the Western Company shall be in default under the General Mortgage, in which event any profits then remaining shall be held by the Trustee as a part of the Trust Estate under the General Mortgage.

SECTION 2. In case of the happening of any of the events of default aforesaid then, and in every such case, the Trustee may, and upon written request of the holders of not less than one-half in amount of the bonds then outstanding under the General Mortgage and upon being indemnified to its reasonable satisfaction shall, proceed to protect and enforce its rights and the rights of the bondholders under the General Mortgage, either by suit or suits, in equity or at law, or both in equity and at law, in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for any foreclosure hereof or hereunder, or for any sale of the Trust Estate or any part thereof

so far as may be authorized by law, or for the enforcement of such other or additional, appropriate, legal or equitable remedy as the Trustee may deem most effectual to protect and enforce the rights aforesaid.

SECTION 3. Upon or at any time after the commencement of any suit hereunder for the foreclosure of this Indenture or otherwise, the court wherein the same is filed may at once, without notice to the Coal Products Company, or any person or corporation claiming under it, appoint a receiver or receivers of the Trust Estate or any part thereof, and the Coal Products Company hereby irrevocably consents to such appointment and waives notice of the application for or the intention to make such appointment.

Any such receiver or receivers appointed as aforesaid may be empowered to enter upon and into and to take possession of the Trust Estate and may exclude the Coal Products Company, its agents and servants, wholly therefrom and personally or by managers, superintendents, servants and agents, have, hold, use, manage, operate, improve, extend and add to the same and each and every part thereof to as full an extent as the Coal Products Company might lawfully do, and collect and receive the income, rents, issues and profits thereof and hold and disburse the same as the court appointing such receiver or receivers may from time to time order and direct.

And the Coal Products Company further covenants and agrees as a part of the consideration of this Indenture that, (1) at and immediately upon the commencement by the Trustee of any suit or other legal proceeding to obtain possession of the Trust Estate, or any part thereof, upon default in the performance by the Coal Products Company of any of its covenants herein contained and continuing as aforesaid, the Coal Products Company shall and will, waiving the issuance and service of process, enter its voluntary appearance in such suit or proceeding and consent to the entry of an order for the possession of said Trust Estate, or so much thereof as is

sought to be reached by said suit or proceedings; (2) at and upon the commencement by the Trustee of any suit or proceeding, upon default in the performance by the Coal Products Company of any of its covenants herein contained, for the foreclosure of this Indenture or for the enforcement of any other legal or equitable remedy hereunder, the Coal Products Company shall and will, waiving the issuance and service of process, enter its voluntary appearance in such suit or proceedings.

SECTION 4. Notice of any sale of the Trust Estate or any part thereof, pursuant to any provision of this Indenture shall state the time and place when and where such sale is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once in each week for three successive weeks prior to such sale in a newspaper of general circulation in and published in the City of Chicago, in the State of Illinois, unless another and different publication shall be required by law; or, in the case of a judicial sale, as may be ordered by the court.

Any sale to be made under the provisions of this mortgage may from time to time be adjourned by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and without further notice or publication, such sale may be made at the time and place to which the same shall be so adjourned.

SECTION 5. In the event of any sale hereunder the property constituting the Trust Estate shall be sold either in parcels or as an entirety as the Trustee may elect, unless the holders of a majority in amount of the bonds secured by the General Mortgage and then outstanding shall in writing request a sale in parcels, in which case the sale shall be made in such parcels as may be specified in such request; and this provision shall bind the parties hereto and each and every of the holders of the bonds and coupons secured by the General Mortgage.

SECTION 6. In case of any sale of the Trust Estate, any bondholder under the General Mortgage or the Trustee may bid for and purchase such property, and, upon compliance with the terms of sale may hold, retain, possess and dispose of such property in his or their own absolute right, without further accountability; and at any such sale any purchaser of such property shall be entitled, in making settlement or payment for the property purchased, to use and apply any bonds and any matured and unpaid coupons secured by the General Mortgage by presenting such bonds and coupons, in order that there may be credited thereon the sum apportionable and applicable to the payment thereof out of the net proceeds of such sale; and thereupon such purchaser shall be credited on account of such purchase price payable by such purchaser with the sum apportionable and applicable out of such net proceeds to the payment of or as credit on the bonds and coupons so presented.

SECTION 7. The receipt of the Trustee for the purchase money paid at any sale of the Trust Estate or any part thereof hereunder shall be a sufficient discharge therefor to any purchaser of the property or any part thereof, sold as aforesaid; and no such purchaser or his representative, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this mortgage or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

SECTION 8. Any sale or sales made under or by virtue of this Indenture shall operate to divest all right, title, interest, claim and demand whatsoever, either in law or in equity, of the Coal Products Company of, in or to the property so sold, and shall be a perpetual bar both at law and in equity against the Coal Products Company, its successors or assigns, and against

any and all persons claiming or to claim the property sold or any part thereof, from, through or under the Coal Products Company, its successors or assigns.

SECTION 9. The Coal Products Company covenants that it will not at any time plead or in any manner claim or take advantage of any valuation, appraisement, stay, redemption or extension law or statute of limitations, of the State of Illinois, or elsewhere, now or at any time hereafter in force, nor after any such sale will it claim or exercise any right under any statute now or hereafter in force in said state or elsewhere, to redeem the property so sold, or any part thereof; and it hereby expressly waives all benefit and advantage of any such law or laws, and it covenants that it will not utilize any such law in order to impede the execution of any power herein granted; but that it will permit the execution of every such power as though no such law had been enacted. The Coal Products Company, for itself and all persons and corporations hereafter claiming under or through it, or who may at any time hereafter be holders of liens junior to the lien of this mortgage, and any court in which the foreclosure of this mortgage or administration of the trusts hereby created is sought, shall have the right to sell the Trust Estate as a whole in one single lot, subject to the election of the Trustee to demand a sale in parcels as aforesaid.

SECTION 10. The proceeds of sale of the Trust Estate or any part thereof shall be applied as follows:

First. To the payment of all costs of the suit or suits wherein such sale may have been ordered, including all reasonable fees, disbursements and expenses of the Trustee and of any receiver or receivers appointed therein, together with reasonable attorneys', solicitors', and master's fees and all costs of advertisement, sale and conveyance.

Second. To the payment of all expenses of the trust hereby created, including all moneys advanced by the Trustee, or

the holder or holders of any bonds issued under the General Mortgage for taxes, tax deeds, assessments, rents, royalties, abstracts, repairs, mechanics' and other liens and insurance on the Trust Estate, with interest thereon at the rate of six per centum per annum;

Third. To the payment to the Trustee, to be held by it as part of the Trust Estate under the General Mortgage, and after the exhaustion of the property of the Western Company conveyed under the General Mortgage, to the payment of the whole amount then remaining owing or unpaid upon the bonds secured by the General Mortgage for principal and interest, with interest on the overdue installments of interest at the rate of six per centum per annum, without preference or priority of principal over interest or of interest over principal, or any installment of interest over any other installment of interest, ratably to the aggregate of such principal and the accrued and unpaid interest;

Fourth. To the payment of the overplus, if any, to the Coal Products Company or whomsoever shall be entitled thereto.

If at any time after the happening of any of the events of default, provided there shall then exist no default under the said General Mortgage, but before any sale of the Trust Estate or any part thereof shall have been made pursuant to this Article, and if the Coal Products Company shall perform all things in respect of which it may be in default hereunder, then the Trustee may, and upon the written request of not less than one-half in amount of the holders of all the bonds then outstanding secured by the General Mortgage, shall by written notice to the Coal Products Company waive such default and its consequences, but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereof.

ARTICLE FOUR.

SECTION 1. It is a condition of and a consideration for the execution by the Coal Products Company of this Indenture, that neither the holder or holders of any bond issued under the General Mortgage, or the Trustee hereunder, shall have any recourse either directly or through the Coal Products Company or by any method or proceeding whatsoever by or against any or all of the present or future stockholders, officers or directors of the Coal Products Company for any sum or sums which may be due or claimed to be due by reason of any obligation or provision contained in such bonds, or in this Indenture; it being expressly understood and agreed that the undertakings of the Coal Products Company contained in this Indenture are exclusively corporate obligations, and that no personal liability whatever shall attach to or be incurred by any of such stockholders, officers or directors under or by reason of any such obligations, or to be implied therefrom.

ARTICLE FIVE.

SECTION 1. Unless and until the happening of one of the events of default the Coal Products Company shall be suffered and permitted to retain actual possession of all the property herein conveyed and to manage and operate and use the same, and any part thereof, with the rights and franchises thereunto appertaining, and to collect, receive, take, use and enjoy the earnings, incomes, rents, issues and profits thereof.

SECTION 2. If and when the principal of and interest on all of the bonds issued under the General Mortgage shall have been paid, or provision for such payment shall have been made as in the General Mortgage provided, and the Coal Products Company shall have well and truly kept and performed all of the things to be kept and performed by it, according to the

true intent and meaning of this Indenture, then and in that case, all the Trust Estate shall revert to the Coal Products Company, and the estate, right, title and interest of the Trustee therein shall thereupon cease and determine; and the Trustee in such case, on demand of the Coal Products Company and at its cost and expense, shall execute proper instruments acknowledging satisfaction of this Indenture, and any deed or release or conveyance necessary or proper to invest in it the Trust Estate.

ARTICLE SIX.

SECTION 1. At any time when there is no default in the performance by the Coal Products Company under this Indenture, the Trustee shall have the power, in its discretion, upon request of the Coal Products Company, expressed in a resolution of its Board of Directors duly certified to by the Secretary or Assistant Secretary, to convey, by way of release or otherwise, to the parties designated in such resolution, any real property of the Trust Estate which in the judgment of the said board of directors of the Coal Products Company, likewise expressed in such resolution, it has become inexpedient to hold or use in the business of the Coal Products Company; *provided, however,* that other property of equal value in the judgment of said board of directors, likewise expressed in said resolution, to the value of the property released shall be substituted for the released property, and subjected to the lien of this Indenture as a first lien, or cash equal to the fair value of such released property, as expressed in said resolution, shall first be deposited with the Trustee to be held and disposed of as hereinafter provided for in Section 3 of this Article.

SECTION 2. At any time when there is no default as aforesaid, the Coal Products Company may, free from the lien hereof, sell, exchange or otherwise dispose of such materials

or other movable property, including machinery, which may have become worn out, disused or undesirable for use by the Company; *provided, however,* that it shall renew the same, or substitute therefor other property of equal or greater value, and that all property shall be covered by and subject to this Indenture.

SECTION 3. All moneys that may be received as compensation for any of the Trust Estate taken by the exercise of the power of eminent domain shall be paid to the Trustee, and together with such cash proceeds as may be received by the Trustee under the provisions of Section 1 of this Article, be applied by the Trustee as requested by the Coal Products Company to reimburse the Company on account of expenditures made for permanent additions to or improvement and extensions of the Trust Estate upon exhibit to the Trustee of vouchers satisfactory to it, or upon receipt by the Trustee of a sworn certificate of the President, Vice-President, Secretary or Treasurer of the Company, showing in reasonable detail expenditures made by the Company for such purposes, not less in amount than the sum requested to be applied.

ARTICLE SEVEN.

All the provisions of Articles Nine and Ten of the General Mortgage as between the Trustee and the Western Company shall be applicable as between the Trustee and the Coal Products Company under this Indenture insofar as such application can be made.

It shall be sufficient service of any notice, request, consent, or other paper to be given, or demand to be made upon the Coal Products Company hereunder if the same shall be sent by registered mail, addressed to the Company at Joliet, Illinois.

IN WITNESS WHEREOF the Coal Products Company has caused

this instrument to be signed in its corporate name by its President or Vice-President, and to be sealed with its corporate seal, attested by its Secretary or Assistant Secretary, at Chicago, Illinois, as of the first day of August, 1913, and the said First Trust and Savings Bank, to evidence its acceptance of the trusts hereby created has also caused this instrument to be executed by one of its Vice-Presidents and to be sealed with its corporate seal, attested by its Secretary or by an Assistant Secretary, at Chicago, Illinois, as of the first day of August, 1913.

COAL PRODUCTS MANUFACTURING COMPANY,

(CORPORATE SEAL)

Attest:

FRED BENNITT,

Secretary.

¹
FIRST TRUST AND SAVINGS BANK, AS TRUSTEE,

(CORPORATE SEAL)

Attest:

DAVID V. WEBSTER,

Secretary.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Be it remembered, and I do hereby certify, that on this 21st day of November, A. D. 1913, before me, the undersigned, Garrard B. Winston, a Notary Public duly commissioned and qualified within and for the County and State aforesaid, personally came and appeared in person I. C. Copley and Fred Bennett, who are to me personally well known, and personally known to me to be respectively the President and Secretary of the Coal Products Manufacturing Company, one of the corporations described in and which executed the foregoing instrument of writing, and to be the same real persons whose names are signed to and who executed said foregoing instrument as such President and Secretary respectively; and the said I. C. Copley, and the said Fred Bennett being by me severally duly sworn did severally depose and say that he, the said I. C. Copley, resides in the City of Aurora, State of Illinois, and is the President of said corporation, and that he, the said Fred Bennett, resides in the City of Joliet, in the State of Illinois, and is the Secretary of said corporation; that they know the corporate seal of said corporation; that the seal affixed to said foregoing instrument is such corporate seal of said corporation; that said instrument was signed, subscribed, executed and delivered in behalf of said corporation, and said seal was so affixed thereto by order and authority of the

Board of Directors of said corporation, and the said I. C. Copley and the said Fred Bennett signed and subscribed their names thereto as such President and such Secretary, respectively, by like order; they severally duly acknowledged to me said instrument and the execution of the same to be, and that they signed, subscribed, executed, sealed and delivered the said instrument as their free and voluntary act and deed and the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein specified and set forth.

IN WITNESS WHEREOF, this certificate of acknowledgement is made and given under my hand and seal of office, and I have hereunto set my hand and affixed my official Notarial Seal in said County of Cook and State of Illinois the day and year last above written.

My commission and term of office as such Notary Public expires on this 10th day of January, A. D. 1914.

GARRARD B. WINSTON,
(NOTARIAL SEAL) *Notary Public, Cook County, Illinois.*

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Be it remembered, and I do hereby certify, that on this 21st day of November, A. D. 1913, before me, the undersigned, Oliver A. Bestel, a Notary Public duly commissioned and qualified within and for the County and State aforesaid, personally came and appeared in person Emile K. Boisot and David V. Webster, who are to me personally and well known, and personally known to me to be respectively the Vice President and Secretary of the First Trust and Savings Bank, one of the corporations described in and which executed the foregoing instrument of writing, and to be the same real persons whose names are signed and subscribed to and who executed the said foregoing instrument as such Vice President and Secretary, respectively and the said Emile K. Boisot and the said David V. Webster, being by me severally duly sworn, did severally depose and say that said Emile K. Boisot resides in the City of Chicago, State of Illinois, and is Vice President of said corporation, and that the said David V. Webster resides in the Village of Wilmette and State of Illinois, and is the Secretary of said corporation; that the seal affixed to said foregoing instrument is such corporate seal of such corporation; that said instrument was signed, subscribed, executed and delivered on behalf of said corporation,

and said seal was so affixed thereto by order and authority of the Board of Directors of said corporation, and the said Emile K. Boisot and the said David V. Webster signed and subscribed their names as such Vice President and Secretary respectively by like order; they severally duly acknowledged to me said instrument and the execution of the same to be, and that they signed, subscribed, executed, sealed and delivered the said instrument as their free and voluntary act and deed and the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein specified and set forth.

IN WITNESS WHEREOF, this certificate of acknowledgement is made and given under my hand and seal of office, and I have hereunto set my hand and affixed my official Notarial Seal in said County of Cook and State of Illinois the day and year last above written.

My commission and term of office as such Notary Public expires on this 3rd day of January, A. D. 1917.

OLIVER A. BESTEL,

(NOTARIAL SEAL)

Notary Public, Cook County, Illinois.



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